TRESPASS TO REALTY — WHAT CONSTITUTES A TRESPASS — COMPENSATION FOR TRESPASS JUSTIFIED BY NECESSITY. — The defendant's vessel was rightfully moored at the plaintiff's wharf when a storm arose. To save the vessel, the captain tied her fast to the wharf and kept her so throughout the storm, as prudence and good seamanship required. The wharf was damaged by the grinding of the vessel. *Held*, that the defendant must compensate the plaintiff for the loss inflicted. *Vincent et al.* v. *Lake Erie Transportation Co.*, 124 N. W. 221 (Minn.).

Necessity either public or private will, in some cases, justify a trespass to realty. Saving property from loss by fire or water is such a justifying private necessity. See 22 HARV. L. REV. 296; *Proctor* v. *Adams*, 113 Mass. 376. Thus the trespass in the principal case is justified. But a recent English case would seem to leave the loss where it falls, thereby allowing one man for his own benefit deliberately to thrust a burden upon another. See *Cope* v. *Sharpe*, 26 T. L. R. 172 (Eng., K. B. D., Dec. 15, 1909). This has seemed unjust to several text-writers who suggest that, although the trespass should be justified, yet the owner should be compensated for the loss occasioned by his being forced by law to become the means of saving another from a greater loss. See 3 HARV. L. REV. 204; TERRY, PRINCIPLES OF ANGLO-AMERICAN LAW, 422–423; HOLMES, COMMON LAW, 148. *Cf. Ploof* v. *Putnam*, 71 Atl. 188 (Vt.). If the law will not allow a man to refuse the use of his property to a needy man, it should not allow the latter to benefit himself at the former's expense. The law should look on the matter as a judicial sale of the use of land and give the owner a remedy upon a theory analogous to quasi-contract. This is the just balancing of legal rights achieved by the Minnesota court.

VENDOR AND PURCHASER — RIGHTS AND LIABILITIES — RISK OF LOSS IN EXECUTORY CONTRACT FOR SALE OF LAND. — After an executory contract for the sale of land, a house on the premises was burned without fault of either party. The title had been arranged, a deed executed but not delivered, and the purchaser was in possession. *Held*, that the loss must fall on the purchaser. *Sewell* v. *Underhill*, 197 N. Y. 168. See NOTES, p. 476.

WILLS — PROBATE — ORIGINAL PROBATE OF FOREIGN WILL. — A testatrix died domiciled in New York, where she had resided for sixty years, leaving by her will real estate situated in New York and the greater part of her personalty in Massachusetts. Before admission to probate in New York, though proceedings were there pending, the original will was offered and admitted to probate in Massachusetts against the objections of the heirs at law. *Held*, that the admission to probate was erroneous. *Rackemann* v. *Taylor*, 90 N. E. 552 (Mass.). See NOTES, p. 467.

WILLS — PROBATE — ORIGINAL PROBATE OF FOREIGN WILL. — A testator died domiciled in England, leaving two separate and independent wills, one disposing of his entire English property and the other of his property real and personal situated in Kansas. The English will was alone probated in England, while the original American will was brought to Kansas and there presented for probate. *Held*, that probate should be granted. *Thompson* v. *Parnell*, 105 Pac. 502 (Kan.). See NOTES, p. 467.